1. DEFINITIONS.

As used in this Purchase Order, the below terms shall have the following meanings:

1.1 "Buyer" means, the legal entity purchasing the Supplies and or Services. The General Dynamics Information Technology (GDIT) Business Unit of General Dynamics consists of many legal entities including, but not limited to, General Dynamics Information Technology, Inc.; ARMA Global Corp.; GCI, Inc.; Computer Security Solutions, LLC (CompSec); and Praxis Engineering Technologies LLC.

1.2 "Seller" means the party identified on the face of this Order, with whom Buyer is contracting for the procurement of the Supplies;

1.3 "Purchase Order" and "Order" are used interchangeably and refer to this contractual instrument;

1.4 "Customer" means the party who issued the prime contract or higher tier subcontract to Buyer.

1.5 "Government" means the United States Government;

1.6 "Prime Contract" means Buyer's prime contract, or higher tier subcontract, with our customer, under which this Order is issued;

1.7 "Supplies" means what the Seller is contracted to furnish to Buyer under this Purchase Order and includes, without limitation, the following:

i. "The work," "materials," "articles," "deliverable items," "items," "data," and "services," whether tangible or intangible, or any combination thereof; and

ii. What is leased or licensed, pursuant to the lease(s) or license(s) signed by both Seller and the Buyer if attached to and made a part of this Purchase Order;

1.8 "Parties" shall refer collectively to Buyer and Seller.

1.9 "F.O.B. Destination, Freight Prepaid" means title and risk of loss pass to Buyer at Destination Point; Seller bears and prepays freight charges; and Seller must file claims for loss, damage, or overcharges (if any) for Items in transit.

2. APPLICABLE LAW.

This Purchase Order and any matter rising out of or related to the performance thereof shall be governed by the laws of the Commonwealth of Virginia, except that its conflicts of laws provisions shall not apply. Matters involving the U.S. Government shall be governed solely by federal law. In the event the Seller is providing supplies or services to or for a U.S. Government prime contractor or another subcontractor, Seller expressly acknowledges and agrees that Seller will be a "Subcontractor" as defined and pursuant to applicable government regulations (e.g., FAR part 44.101). The United Nations' Convention for the International Sale of Goods is expressly excluded from this Order, and shall have no force or effect on the Parties.

3. COMPLIANCE WITH LAWS.

3.1 Seller warrants that it will comply with all applicable country, national, state and local laws and regulations, codes, rules, ordinances and other legal mandates of any type (collectively referred to as "Laws") in effect in the country from which and in which the Goods and/or Services are providing, including without limit, the Procurement Integrity Act, 41 U.S.C. 423, and its implementing regulations. Seller shall immediately report to Buyer any information concerning violation of applicable law or regulation pertaining to the performance of this Order and shall provide Buyer any information and/or certifications reasonably requested and related to its compliance with applicable laws and regulations. Seller agrees to indemnify and hold Buyer harmless against any loss or liability due to Seller's violation or noncompliance with such laws and regulations. Seller accepts for orders issued under US Government Prime Contracts mandatory US Government flow down clauses under the Prime Contract. If, through mistake or otherwise, such provisions or "flow down" clauses are not inserted or are incorrectly inserted in this Order, then this Order shall promptly be amended so as to comply with the requirements of the Prime Contract.

3.2 Supplier represents and warrants that it (as well as any other consultants, agents, or others acting on behalf of Supplier): (i) has never directly or indirectly paid money or given anything of value to any Public Official in order to influence any action or decision for the purpose of obtaining or retaining business or securing any competitive advantage; (ii) is familiar with and understands the compliance requirements of applicable anti-bribery laws, including the U.S. Foreign Corrupt Practices Act (FCPA) and any applicable local anti-bribery laws or regulations to which Supplier may be subject; and (iii) will comply in all respects with all applicable anti-bribery laws in connection with Supplier's performance under this Contract. Specifically, Supplier will not, in connection with any transactions related to GDIT: (a) directly or indirectly, offer, pay, promise to pay, or authorize the payment or giving of money or anything of value to any Public Official in order to influence any action or decision for the purpose of obtaining or retaining business; and (b) will not use any compensation payable to Supplier as a result of this Contract or resultant subcontract or purchase order, for any activity or purpose that would violate any applicable anti-bribery law. The term "Public Official" means any officer or employee of any governmental entity regardless of rank, or any person acting in an official capacity for or on behalf of a government, or any political party, party official or candidate for political office, or any director, officer or employee of any public international organization.

4. SECTION 508 COMPLIANCE ACCESSIBILITY OF INFORMATION TECHNOLOGY.

All electronic and information technology (EIT) procured under this Purchase Order must meet any applicable accessibility standards, including but not limited to those for U.S. federal procurement at 36 CFR 1194, unless the procuring government agency establishes a published exception to this requirement. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable, with implementing provisions of the Federal Acquisition Regulation, at GSA Section508.gov. The Seller shall indicate for each line item in the schedule whether each product or service is compliant or non-compliant with the accessibility standards , including (where applicable) those at 36 CFR 1194; in presenting this information, the Seller may use the Voluntary Product Accessibility Template (VPAT) in 'Resources' section a; ITI/ITIC.org/VPAT. Further, the Seller must indicate where full details of compliance can be found (e.g., Seller's website or other exact location).

5. INTERPRETATION OF PURCHASE ORDER.

The Parties agree that this Purchase Order, including all attachments, shall constitute the entire agreement and understanding between the Parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof. No terms or conditions of sale set forth in Seller's quotation or acknowledgement shall be included as a part hereof, nor shall any prior course of dealing, custom, or usage in the trade supersede or modify any Purchase Order provisions. The headings, titles, and captions contained in this Order are merely for reference and do not define, limit, or extend the scope of this Order or any provision herein.

6. ORDER OF PRECEDENCE.

The provisions of this Purchase Order shall, to the greatest extent possible, be deemed cumulative to each other. In the case of an irreconcilable conflict between any of the provisions of this Purchase Order, such conflict shall be resolved by: (1) First giving precedence to any provision granting greater rights or remedies to the Buyer, or imposing the greater duty, standard, responsibility or obligations on the Seller; and (2) Second, if the conflict cannot be resolved by item (1) herein, by giving precedence to the provisions in the following order: (a) these General Terms and Conditions for Purchase Orders, (b) Part II, U.S. Government Clauses, (c) Statement of Work, (d) Technical Specification, (e) drawings, (f) pricing attachments, (g) any lease or license incorporated and attached as part of this Order; and (h) any other attachments. In the event of any ambiguity, discrepancy, or conflict in any of the requirements, Seller shall immediately contact Buyer for a resolution.

7. COMMUNICATION AND ACCEPTANCE OF PURCHASE ORDER.

7.1 All communication regarding fulfillment of this Order shall be addressed via email to the Buyer's representative referenced on this Order.

7.2 This Purchase Order supersedes any prior offers, negotiations, and agreements concerning the subject matter herein and constitutes the entire agreement between Buyer and Seller.

7.3 Seller must provide notification of receipt of Order within 24 hours and a countersigned confirmation of the Order prior to delivery.

7.4 Where Seller fails to return a signed acceptance copy and acknowledgement of this Order as requested, this Purchase Order becomes a binding agreement, subject to the specific terms and conditions stated herein, upon the Seller's acknowledgment, Seller's commencement of performance, or Seller's acceptance of payment.

7.5 Unless otherwise negotiated and referenced herein, acceptance constitutes unqualified agreement to all the terms and conditions referenced herein.

7.6 Should Seller specifically propose additional or different terms, such terms shall not be binding on Buyer unless expressly accepted in a writing signed by Buyer.

7.7 By supplying the product(s) requested through this Order, the Seller certifies all requirements and specifications contained herein and in any Statement of Work, specification, or other written instruction accompanying this Order have been fulfilled. Any drawing reference or drawing requirement which stipulates marking including "GTE," "GTE Government Systems," "GSC," or "Government Systems Corporation" should not be implemented in the product manufacture process. CAGE code (FSCM) marking shall remain as exists on the drawing.

8. CHANGES.

8.1 Buyer may, at any time, in writing, make changes to this order. If any such change causes an increase or decrease in the cost or time required for performance of the work, Seller shall promptly notify buyer and the price and/or delivery schedule shall be equitably adjusted and the Purchase Order so modified. Seller shall commence any such change pending such modification. Seller must assert its right to an equitable adjustment in the purchase order price or delivery schedule under this clause for changes to this purchase order within thirty (30) days from the date of receipt of BUYER's written change order.

8.2 No one other than an authorized representative of Buyer has the authority to approve any amendments or changes to this Order. BUYER technical personnel may from time to time render assistance or give technical advice or discuss or effect exchange or information with Seller's personnel concerning work hereunder. No such action taken by Seller, whether or not accomplished with the concurrence of any Buyer's employees shall be deemed a change order and shall not entitle Seller to an equitable adjustment, unless such action is specifically directed by a written notice issued by an authorized representative of Buyer.

8.3 Except as otherwise provided herein, all notices furnished by Seller shall be in writing and sent to the Buyer.

9. QUANTITIES, CONTENT AND QUALITY.

It is Seller's responsibility to furnish the proper quantities, labor categories, equipment, and other items called for by this Order. No variation in quantity, quality or affecting form, fit, or function specified herein will be accepted as compliant with this Order. Buyer reserves the right to reject in whole or in part any varied quantities, equipment type or other elements of items in this Order. Buyer reserves the right to revoke acceptance if made without actual knowledge of any varied quantities, equipment type or other elements or items in this Order. Any approvals by Buyer shall not relieve Seller of responsibility for any error or deficiencies that may exist, or for performing the work and furnishing the Supplies and/or Services in strict accordance with the Purchase Order requirements.

10. NO EXTRAS/EXTRA CHARGES.

10.1 Work shall not be supplied in excess of the quantities specified in this Order. Seller shall be responsible for handling charges and return shipment costs for any excess quantities.

10.2 The total price payable to Seller for Supplies furnished hereunder shall be stated in this Order. No extra charges of any kind shall apply to this Order, including without limitation, amounts for (i) any future price increases, (ii) the cost of any permits fees or licenses required for the goods and/or services to be delivered hereunder, (iii) premium transportation charges, (iv) service or carrying charges, or (v) packing, packaging, boxing, crating, palletizing, or reusable containers.

10.3 The price of the supplies/services procured hereunder includes all applicable federal, state and local taxes and duties unless otherwise stated in the Purchase Order.

11. TRANSPORTATION.

Unless otherwise provided in this Purchase Order, transportation charges for the shipping of Supplies shall be prepaid and separately invoiced to Buyer. No insurance or premium transportation costs will be allowed unless authorized by Buyer. In accordance with and subject to the "Title and Risk of Loss" clause below, risk of loss, regardless of cause, is Seller's responsibility until the conforming Supplies have received acceptance by Buyer and Customer notwithstanding Buyer's physical possession of the Supplies, unless such loss or damage is caused by the negligence of the Buyer. If Seller is delinquent in delivery, Buyer may require shipment by the fastest means available, and any premium transportation charges therefor shall be Seller's responsibility.

12. DELIVERY.

Seller agrees that time is of the essence in the performance of this Purchase Order. Any delivery schedule made a part of this Order is an important, material condition. Deliveries shall be strictly in accordance with the Order delivery schedule.

12.1 Advanced Delivery. Unless advanced shipment has been authorized, Buyer reserves the right to refuse, return with shipping charges collect, or store at Seller's expense, any excess shipments or deliveries made in advance of the Order schedule.

Invoices for early deliveries, when accepted, may be deferred until the scheduled delivery date.

12.2 Delays. Seller agrees to advise Buyer, as soon as possible, of any delays in meeting the schedule set forth in this Order for delivering Supplies and the reason(s) therefor. If a delay is not attributable to the fault or negligence of Seller, Buyer may, at its sole discretion, either adjust the delivery schedule or terminate the Order for convenience. If the delay is due to Seller's or Seller's subcontractor's failure, in accordance with the "Termination for Default" clause set forth herein, Buyer may, at its sole discretion, issue a revised delivery schedule, take an equitable reduction in the Order price, and/or terminate the Order (in whole or in part) for default. Acceptance of late deliveries shall not constitute a waiver thereof by Buyer.

12.3 All delivery requirements MUST include a Packing Slip with each delivery from Seller or OEM that identifies contents of packages. Please include Purchase Order Number assigned. Delivery Bills of Lading and/or Packing slips not in compliance are subject to refusal and/or delay in receiving and payment of invoices. For freight collect, except UPS, use purchase order number in lieu of account number on your bill of lading or airway bill.

13. ASSIGNMENT/SUBCONTRACTING.

13.1 Neither this Purchase Order nor any obligation or right under this Order shall be transferred or assigned by Seller to another party without the prior written consent of the Buyer, which consent shall not be unreasonably withheld. Any change in control of the Seller shall be deemed an assignment of this Order that requires the prior written consent of the Buyer. For the purposes of his Order, "change of control" means any merger, consolidation, sale of all or substantially all of the assets or sale of a substantial block of stock, of the Seller.

13.2 Amounts assigned shall be subject to setoff or recoupment for any present or future claims of BUYER against the Seller. BUYER will have the right to make settlements and/or adjustments in price without notice to any assignee financing institution.

13.3 Seller shall not subcontract the complete or any substantial portion of the work under this Order without the prior written consent of the Buyer.

13.4 Prior to a potential change in control of Seller and at least ninety (90) days prior to the proposed effectiveness of any such change in control, Seller will promptly notify BUYER in writing, and provide the identity and information on the potential new controlling party and the transaction as BUYER may request, consistent with applicable law and confidentiality restrictions.

14. SETOFF/DISALLOWANCE OF PAYMENT.

All payments made under this Order, including those to an approved assignee, shall be subject to setoff or recoupment for any present or future claim or claims that Buyer may have against Seller, including any amount paid to the Seller disallowed by the Government Contracting Officer. If Buyer is required, because of any action of the Seller, to refund or credit to the Government any amount with respect to an item of cost for which Buyer has reimbursed the Seller, the Seller shall, upon written demand by Buyer, promptly repay such amount. Buyer reserves the right to make settlements, or adjustments, or both, with the Seller under the terms of this Order, notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the approved assignee.

15. PRICE WARRANTY.

Seller warrants that the prices, terms, warranties, and benefits specified in this Order are comparable to or better than those offered to any other of Seller's customers for the same or substantially similar items.

16. ETHICAL BUSINESS PRACTICES.

Seller hereby represents and warrants that, in connection with this Purchase Order and the supply of the goods and services hereunder, Seller has not and will not pay, offer, promise to pay or authorize a payment, directly or indirectly through any other person or any entity, of any monies or anything of value to (a) any person employed by or acting for or on behalf of Buyer, or (b) any Government official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action with regard to the sale or purchase of the goods or services subject to this Purchase Order. Any incidents of unethical practices and/or procurement fraud may be reported anonymously through the use of BUYER's Business Ethics and Procurement Fraud Hotline at (800) 433-8442 for United States and Canada or for International go to www.gd.ethicspoint.com.

17. SELLER CONTACT WITH BUYER'S CUSTOMER AND OTHER THIRD PARTIES.

17.1 Unless specifically authorized in writing by Buyer, Seller shall not discuss this Order with third parties. Buyer shall be primarily responsible for all liaison and communications with Buyer's Customer and Buyer's other vendors, and Seller shall in no way interfere with such liaison efforts or communications. Seller shall not engage in discussions with Buyer's Customer or other vendors related to any dispute between the Seller and Buyer or any other matter that may adversely impact the Buyer's relationship with its Customer.

17.2 Seller shall immediately notify the Buyer in writing, if at any time the Seller believes the Buyer's Customer is effecting a change to the Seller's scope of work under this Order or otherwise directs the Seller in any way. Seller is prohibited from agreeing to any changes or assuming obligations on behalf of the Buyer.

17.3 This clause does not prohibit Seller from communicating with the Government with respect to (i) matters that Seller is required by law or regulation to communicate to the Government; (ii) fraud, waste or abuse communicated to a designated investigative or enforcement representative of a Federal department or agency authorized to receive such information; or (iii) any matter for which this Order (including any incorporated FAR provision) expressly provides for direct communication by Seller to the Government.

18. TITLE AND RISK OF LOSS.

Unless otherwise provided in this Purchase Order, the F.O.B. point shall be the delivery destination indicated in this Order, and title to the Supplies and risk of loss or damage shall pass to Buyer upon Buyer's and Customer's acceptance of the Supplies regardless of where Buyer takes physical possession and in accordance with the FAR Inspection Clauses identified in paragraph 66 below.

19. PACKAGING AND PACKING.

Seller shall be responsible for safe packing in conformity with transportation regulations, good commercial practices, and any other direction by Buyer. Seller must number all packages within a shipment with the corresponding numbers shown on the invoice. Seller shall include an itemized packing list bearing the Buyer Purchase Order number, manufacturer part number/model, model number, description of items shipped, and any other information called for in the Purchase Order.

20. INVOICES.

An itemized invoice in English shall be submitted electronically to Acctspay-invoice@gdit.com as noted on the face of the purchase order. Only one PO should be included in an invoice. The invoice must contain this same Purchase Order number only, description of

supplies/services, quantity, unit price, extended price, PO line number, part number, and any additional information specified by Buyer in accompanying documentation. The invoice must also include invoice number, invoice date, remit to address and a breakout of tax and freight charges (if applicable). Any invoice with missing or incorrect information will be rejected. The Seller will be required to resubmit a corrected invoice for payment.

21. PAYMENT TERMS.

21.1 Payment can be made via EFT or check. To accept payment via EFT, Seller must enroll at General Dynamics-Paymode. Unless otherwise specified in this Purchase Order, terms of payment are "Net 60 days." If a discount for prompt payment of Seller's invoice is allowed, payment shall be made within the allowable period to qualify for such discount. The time allowable for payment shall begin after both: (a) Buyer's receipt of Seller's proper invoice, and (b) delivery and Customer acceptance of conforming Supplies. Any travel expenses to be incurred by Seller must be approved in advance by Buyer in writing.

21.2 Each payment made shall be subject to reduction to the extent of amounts which are found by Buyer or Seller to not have been properly payable, and shall also be subject to reduction for overpayments. Seller shall promptly notify Buyer of any such overpayments and remit the overpaid amount except as otherwise directed by Buyer.

21.3 Payment shall be deemed to have been made as of the date of mailing BUYER's payment or electronic funds transfer.

21.4 Unless otherwise specified and agreed to in the Purchase Order, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar government imposed fees, all of which shall be listed separately on the invoice. Only items and amounts identified on the Purchase Order or otherwise agreed to in writing between the Buyer and Seller shall be included on Seller's invoice.

22. QUALITY ASSURANCE.

The Seller represents that any Supplies being supplied under this Purchase Order is/are genuine and authentic, and that there is no limitation on Seller's liability if the Supplies are determined to not be genuine or authentic. If the Seller is reseller or distributor of the Supplies, the Seller represents that it is authorized by the original equipment manufacturer to sell the Supplies to Buyer and ultimately to the Government.

23. INSPECTION AND ACCEPTANCE.

Buyer and Customer may inspect and/or test materials, work in progress, and completed supplies and services at reasonable times and places during the performance of work. No such inspection shall relieve Seller of its obligations to furnish and warrant all work in accordance with the requirements of this Purchase Order. Unless otherwise agreed in writing, all Supplies are subject to Buyer's inspection at destination, notwithstanding any previous inspection by Buyer or Customer. Inspection and acceptance under this Order shall be governed by the applicable inspection FAR Clause identified in paragraph 66 below. If the Supplies or Services fail in any respect to conform to this Purchase Order, Buyer may accept or reject the whole or any unit thereof. Buyer may reject Supplies and Services within a reasonable time (not more than thirty business days) after delivery or tender. Acceptance occurs after Buyer signifies to Seller that it has accepted the Supplies and Services. Acceptance does not of itself impair any other legal or equitable remedy for non-conformity. Acceptance may be revoked if it was made with the reasonable assumption that any non-conformity would be cured, the non-conformity was difficult to discover before acceptance, or revocation is otherwise permitted by law or equity. Revocation of acceptance is equivalent to rejection. Upon rejection the Buyer may, at its option, and in addition to any other available recourse, take any remedial action allowed in Article 24, Remedies for Defects.

24. REMEDIES FOR DEFECTS.

If any of the Supplies are found to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Order, Buyer (in addition to any other rights which it may have under warranties or otherwise) may at its option (1) accept all or part of the Supplies with an equitable price reduction; or (2) reject and return such Supplies at Seller's expense, and require Seller, at Seller's expense, to make all repairs, modifications or replacements necessary to bring the Supplies into compliance with the requirements of this Order. Seller shall not re-tender rejected work without disclosing corrective action taken. If Seller fails promptly to remove such Supplies that are required to be removed, or promptly to replace or correct such Supplies, Buyer may either (1) by Purchase Order or otherwise replace or correct such Supplies and charge to Seller the cost occasioned to Buyer thereby, or (2) may terminate this Purchase Order for default; and in either event may charge Seller the costs of damages occasioned to Buyer thereby. Seller shall not re-tender rejected Supplies without disclosing the corrective action taken.

25. WARRANTY.

Seller warrants that all Supplies and or Services furnished under this Purchase Order shall conform to the requirements of this Order, the Statement of Work and any applicable drawings, specifications, or other description and will be of good material and workmanship and free of defects. Seller further warrants that the Supplies and/or Services will meet Seller's published specifications and standards, will be new (not used or reconditioned), merchantable and suitable for the purpose intended. For Supplies or services bought for the use or benefit of US agencies, Seller warrants that the Supplies/services, including help desk support, shall not be sourced from any non-US nation or territory without the express written approval of the Buyer. These warranties shall survive inspection, acceptance, and payment. Supplies/services that do not conform to the above warranties may, at any time within twelve (12) months after delivery to Buyer, be rejected and returned to Seller, at Seller's expense, for correction or replacement. If Seller does not promptly correct or replace same, Buyer may correct or replace the nonconforming Supplies and or Services at Seller's expense. The foregoing warranties are in addition to all other warranties expressed or implied by law, and in no way exclude any remedies otherwise available to Buyer, including but not limited to incidental or consequential damages.

26. INSURANCE.

26.1 Seller shall procure and maintain the following minimum insurance during the entire period of its performance under this Order:

26.1.1 Workers' Compensation Insurance as required by applicable Federal and State workers' compensation and occupational disease statutes and Employer's Liability Insurance with no less than $1,000,000 per employee/accident/disease.

26.1.2 To the extent that automobiles are used in the performance of Seller's duties under this Order, Automobile Liability Insurance covering bodily injury and property damage arising out of the use of owned, non-owned and hired vehicles with a limit of $3,000,000 per occurrence.

26.1.3 Commercial General Liability Insurance covering bodily injury and property damage arising out of premises, operations, completed operations and products of the Seller with a limit no less than $1,000,000 per occurrence/ $2,000,000 general aggregate. Coverage to include the following extensions: Contractual Liability, Independent Contractor's Liability, Premises Operations, Products/Completed Operations, Broad Form Property Damage.

26.1.4 Professional Liability in an amount no less than $5,000,000 per claim.

26.1.5 Commercial Crime Insurance Including coverage of Employee Dishonesty, Computer Fraud and loss of Third Party Property with a limit no less than $1,000,000 per loss/occurrence.

26.1.6 If applicable and for agreements INVOLVING WORK OVERSEAS IN SUPPORT OF A US GOVERNMENT CONTRACT, Defense Base Act coverage shall apply subject to the Statutory limits and include Employers Liability at the following limits - $1,000,000 each accident/employee/disease.

For all other Agreements involving work overseas, Foreign Voluntary Workers Compensation coverage shall apply subject to the statutory limits and include Employers Liability at the following limits – no less than $1,000,000 each accident/employee/disease.

26.1.7 Seller is responsible for insuring all of its own property and/or property owned by BUYER while in Seller's care, custody and control, for full replacement of cost.

26.1.8 Cyber Liability Insurance to provide coverage for privacy and network security liability, event management, professional liability and media content rising out of any act, error or omission that results in unauthorized disclosure, or misappropriation, of confidential information, Personally Identifiable Information (PII), Protected Health Information (PHI) or a third party's confidential and proprietary business information, with a per claim limit of $10,000,000.

26.2 Cancellation or any material change in the policies adversely affecting the interest of the Government or BUYER shall not be effective until thirty (30) days after written notice has been given to Buyer. Replacement insurance shall be procured without interruption of continuous coverage. If any of the polices under 26.1 above are written on a claim made basis, the Seller warrants that continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two years beginning from the conclusion of the Subcontractor's performance under this Order.

26.3 BUYER and its directors, officers and employees shall be named as additional insureds with respect to the Commercial General Liability, Automobile Liability and Professional Liability policies. Coverage available to the additional insured above shall apply on a primary and non-contributing basis as respects any other insurance, deductibles or self-insurance available to the additional insureds. A waiver of subrogation in favor of BUYER and its employees shall be included with regards to all policies required herein.

26.4 A certificate of each policy of insurance shall be furnished to the BUYER within eight (8) days after notice of award and at each subsequent policy renewal, certifying compliance with these insurance requirements. The failure of Buyer to receive or retain Such certificate will not be construed as a waiver of Seller's obligation to maintain the insurance required above. The insurance company(ies) providing the required insurance shall be of good standing, authorized to conduct business in the jurisdiction in which services are performed and have a rating of at least A-, VII by AM Best. If any of the required coverage is to be provided by self-insurance, the FORWARDER shall submit evidence of financial responsibility to BUYER and shall obtain BUYER's written approval.

27. DISPUTES.

27.1 Any dispute arising under this Order that is not settled by agreement between the Parties shall be brought in a state or federal court located in Fairfax, Virginia or Alexandria, Virginia. Pending any such litigation or decision, judgment, or appeal thereon, Seller shall proceed diligently with the performance of this Order in accordance with the instructions of Buyer. Each party shall bear its respective legal costs. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION ARISING OUT OF THIS ORDER.

27.2 Except as may be expressly set forth herein with the Government Contracting Officer's express consent, the Seller shall not acquire any direct claim or direct course of action against the U.S. Government.

28. LIMITATION OF LIABILITY.

Buyer's liability shall not, under any circumstances, be greater than the total dollar amount of the Order indicated herein. In no event will Buyer be liable for consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or goodwill), regardless of whether such liability is based on breach of Purchase Order, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.

29. STOP WORK ORDER.

Buyer may, at any time, by written notice to Seller, stop all or any part of the work hereunder for up to ninety (90) days. Upon receiving such notice, Seller shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional cost allocable to such work. Within ninety (90) days after the effective date of the stop work order, Buyer shall either cancel the stop work order or terminate this Order in whole or in part as permitted by this Order. If a stop work order is issued, Buyer shall modify the delivery schedule and/or price in this Order as Buyer deems equitable under the circumstances, provided Seller requests such change within ten (10) days of the end of the stop work order.

30. TERMINATION FOR CONVENIENCE.

30.1 Buyer, at any time, in its own best interest or at the direction of any ultimate Customer, and without liability, may terminate this Order in whole or in part, by written notice of termination for convenience to Seller. In the event of a termination for convenience, the Seller shall immediately stop all work identified in the termination notice and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of the Purchase Order, Seller shall be paid the prices set forth in this Order for Supplies accepted or services performed and accepted prior to the effective date of termination, plus reasonable charges Seller can demonstrate to the satisfaction of the Buyer using its standard record keeping system have resulted from the termination. Seller will not be paid for any work performed or any costs incurred which reasonably could have been avoided.

30.2 In no event shall Buyer be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Purchase Order price. Seller's termination claim shall be submitted within ninety (90) days from the effective date of termination.

30.3 In the event of a partial termination for convenience, Seller shall continue all work not terminated.

31. TERMINATION FOR DEFAULT.

Buyer may, without liability, and in addition to any other rights or remedies provided herein or by law, terminate this Order in whole or in part by written notice of default if Seller:

- fails to deliver the Supplies or perform the services within the time specified in this Order;

- fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or
- fails to comply or fails to perform in accordance with the provisions of this Order, including any applicable requirement of law.

In these cases, Buyer may, at its option and only in writing, provide a period within which Seller may cure its default prior to Buyer's terminating this Order for default. If Buyer terminates this Order in whole or in part, Buyer may repurchase similar Supplies and or Services from others and Seller shall be liable for any additional costs for the terminated Supplies and or Services, and for any other damages caused Buyer by the Seller's default. Buyer shall pay Seller the Order price for any completed Supplies and/or Services delivered and accepted, provided, however, that Buyer may withhold from any payments due Seller, any sum necessary to protect Buyer against any liability or expenses due to Seller's default. As an alternate remedy, and in lieu of termination for default, Buyer, at its sole discretion, may elect (1) to extend the Purchase Order delivery schedule, and/or (2) to waive other deficiencies in Seller's performance, in which case an equitable reduction in the Purchase Order price shall be negotiated. In the event of a partial termination, Seller shall continue the work not terminated. The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by this Purchase Order or by law or equity.

32. PROPERTY AND INFORMATION.

32.1 "Buyer's Property" includes property and/or information, in any form, including without limitation drawings, specifications, data and the like, furnished to Seller for performance of the work. Buyer's Property shall (i) remain the property of Buyer, (ii) be considered private and confidential Buyer information, (iii) not be utilized by Seller for any purpose other than to perform this Order, (iv) not be disclosed to third parties without the express written permission of Buyer, (v) not be reproduced without the express written permission of Buyer, and (vi) be disposed of or returned to Buyer at any time in accordance with Buyer's written instructions.

32.2 Any information or knowledge Seller discloses to Buyer regarding this Order shall not be deemed confidential or proprietary unless expressly agreed upon by authorized representatives of the Parties, in writing, pursuant to a non-disclosure agreement.

32.3 Unless otherwise provided herein, any items, tools, materials, data, or other technical information developed or created by Seller in the performance of this Order shall become and shall be identified by Seller as the proprietary property of Buyer.

32.4 Seller shall retain full risk of loss for any Buyer furnished property at all times. At Buyer's request, Seller shall submit, in an acceptable form, inventory lists of Furnished Property. Upon Order completion, Seller shall return all Buyer's Property to Buyer in the same condition in which it was received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into Supplies delivered or consumed in the performance of the work.

32.5 Any designs, drawings, dies, molds, tooling, technical data/information, materials, equipment, etc. that Seller makes or buys from others for producing the Supplies and charged to Buyer's account, shall become Buyer's property immediately upon manufacture or procurement.

33. INSOLVENCY.

If Seller ceases to conduct normal business operations (including inability to meet its obligations), or if any proceeding under bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or Seller makes an assignment for the benefit of creditors, Buyer may terminate this Order for default and without liability, except for deliveries previously made or for Supplies and/or Services covered by this Order then completed and subsequently delivered in accordance with the terms of this Order. Seller shall give the Buyer at least 30 days written advance notice of such discontinuance. In the event of Seller's insolvency, Buyer shall have the right to procure the balance of this Order from others without liability. Should this Order be terminated pursuant to this clause, Seller grants to Buyer a fully paid up license to copy any delivered copyrighted material (other than computer software) for any legitimate business purpose. This clause's provisions are in addition to those contained elsewhere in this Order.

34. NONSOLICITATION.

During the term of this Order and for one year thereafter, neither party shall knowingly solicit for employment any person employed by the other working under this Order. This Article shall not restrict in any way the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring an employee of the other who answers an advertisement or who otherwise voluntarily applies for hire without having been personally solicited by the hiring party.

35. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.

Seller certifies in connection with this procurement that the price(s) proposed and/or agreed upon have been arrived at independently, without consultation, communications, or agreement with any others for the purpose of restricting competition, and that the fact that the prices herein have been provided to Buyer has not been knowingly disclosed by Seller and will not be disclosed by Seller directly or indirectly, to any other party.

36. PUBLIC RELEASE OF INFORMATION.

Seller shall not issue any media releases, public announcements or public disclosures, denial or confirmation of this Order or the subject matter hereof, and shall not release any promotional or marketing material bearing Buyer's name or logo, without Buyer's prior written approval.

37. WAIVER.

Failure of either party to insist on performance of any provision of this Order shall not be construed as a waiver of that provision or a waiver of Buyer's or Seller's right to require compliance with such provision in any later instance. If any provision of this Order is found to be illegal or unenforceable under law, that provision shall be deleted; however, all other provisions of this Order shall not be affected thereby, and shall remain in full force and effect.

38. NOTICE OF LABOR DISPUTES.

When an actual or potential labor dispute or other condition delays or threatens to delay the timely performance of this Order, Seller shall immediately notify Buyer in writing. Such notice shall include all relevant information regarding such dispute or other condition. Seller shall insert the essence of this provision in all subcontracts issued hereunder.

39. GRATUITIES – CONFLICTS OF INTEREST.

Seller warrants that it has not offered or given, and will not offer or give to any employee, agent, or representative of Buyer, a payment, gratuity, or kickback for obtaining or rewarding favorable treatment by Buyer with respect to the terms, conditions, price, performance, or award of an order. Seller further warrants that neither Seller nor its employees have an organizational or personal conflict of interest in providing the goods and/or services contemplated by this Purchase Order. Further, Seller represents and warrants that it is familiar, and shall comply, with the requirements of the Foreign Corrupt Practices Act in *effect* during the term of this Order.

40. INDEMNIFICATION.

40.1 *General Indemnity*. Seller shall indemnify, defend, and hold harmless Buyer from any damages, costs or penalties incurred by Buyer as a result of Seller's negligent acts or omissions, willful misconduct, violations of applicable law or regulation, or as a result of a breach by Seller of its obligations under this Purchase Order.

40.2 *Infringement Indemnity*. Seller shall indemnify, defend, and hold harmless Buyer, its Customer and those for whom Buyer may act as an agent (collectively "Indemnified Party"), from any costs, expenses, damages, or liability that Indemnified Party may incur as a result of any proceedings charging infringement of any patent, copyright, trademark or other intellectual property right by reason of sale or use of any Supplies furnished by Seller under this Purchase Order.

40.3 Affordable Care Act Indemnification. Seller agrees to defend, hold harmless and unconditionally indemnify Buyer and its officers, directors, employees, former employees, and agents (Indemnified Parties) from and against all claims, demands, causes of action, liabilities, costs, expenses (including attorneys' fees, court costs, and expenses of investigation), penalties, fines, assessments and damages (including loss of business) Buyer may at any time suffer or sustain or become liable for by reason of any accidents, damages, violations, or injuries (including injuries resulting in death) either to the employees or property or both of Seller or Buyer, or to any other person or entity (including any civil or criminal fine, penalty or assessment levied by any local, state or federal governmental entity), in any manner caused by or resulting or arising from:

Seller's failure to comply with the requirements in the Patient Protection and Affordable Care Act (Public Law 111-148) ("ACA") as it pertains to Seller's Employees who perform services pursuant to this Order, including, without limitation, Seller's failure to:

(a) Offer "minimum essential coverage" under an "eligible employer-sponsored plan," within the meaning of Code §5000A(f)(1)(B); or

(b) Offer coverage that is not "affordable" or fails to provide "minimum value," each within the meaning of Code §36B(c)(2)(c).

41. CODE OF BUSINESS ETHICS AND CONDUCT CERTIFICATION.

FAR 52.203-13 requires the establishment of a company code of business ethics and conduct, a business ethics awareness and compliance program, and an internal control system for Subcontract or vendor agreements that are (1) issued under a prime contract issued by the U.S. Government; and (2) have a value in excess of $6,000,000 and a performance period of more than 120 days. Accordingly, the Seller identified herein, by execution of any Order that has a value in excess of $6M and a performance period of more than 120 days, certifies that it has already established, or shall establish within 90 days after Purchase Order award, the following in accordance and compliance with FAR 52.203-13, incorporated into this agreement by reference: (1) a company code of business ethics and conduct; (2) an ongoing business ethics awareness and compliance program; and (3) an internal control system. This certification requirement does not apply if the Seller has represented itself as a small business concern pursuant to the award of this Purchase Order or if this Purchase Order is for the acquisition of a commercial item as defined at FAR 2.101 and will be performed entirely outside the United States.

42. EQUAL EMPLOYMENT OPPORTUNITY.

The Buyer is a federal contractor and, as such, is obligated to comply with certain requirements. Including: Section 503 of the Rehabilitation Act, 29 U.S.C. 793; the Vietnam Era Veterans Readjustment Assistance Act, 38 U.S.C. sec 4212, as amended; the Executive Order 11246 of September 24, 1965, and the Executive Order 13496 of January 30, 2009, including the corresponding regulations, 41 C.F.R. secs. 60.1 et al., 60-300 et al., and 60-741 et al., which create certain requirements concerning anti-discrimination and affirmative action; and 29 C.F.R. Part 471, appendix A to subpart A. As a vendor providing services to the Buyer, Seller may be obligated to comply with these requirements. Specifically, where applicable, Seller shall abide by the requirements of 41 C.F.R. 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. In addition, where applicable, Seller shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

43. CYBER SECURITY.

Seller will safeguard Buyer, Government and/or Covered Defense Information (CDI) that resides in or transits through covered contractor information systems by applying specified network security controls in accordance with NIST Special Publication 800-171, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations. Data covered by the Purchase Orders must be maintained within the fifty states of the US. Upon identification, the Seller shall report cyber incidents, within 72 hours of discovery directly to Seller's Buyer and Department of Defense (DoD) at Defense Industrial Base (DIB) Cybersecurity Portal. The Seller shall include the incident report number automatically assigned by DoD to Buyer in writing and report that result in an actual or potentially "adverse effect" on Buyer, Government and/or CDI and shall follow all applicable FAR and DFARS clauses in regard to safeguarding and reporting requirements around Cyber Security and cloud computing. Additional information regarding Cyber Security is located at General Dynamics Cybersecurity for our Suppliers website.

44. RETURN OF UNUSED SUPPLIES.

If, in the Buyer's professional judgment, the delivered Supplies are no longer required by Buyer, Buyer may return to Seller at Buyer's expense any or all unused Supplies for a full refund of their purchase price (or a downward reasonable adjustment in price if the Supplies are of a such a nature that individual prices per unit are not determinable from this Order). Seller will not assess Buyer any restocking fee unless such fee is specifically noted on the face of this Order.

45. IDENTIFICATION OF HAZARDOUS MATERIAL AND SAFETY DATA SHEET.

Hazardous material includes any material defined under the latest version of Federal Standard No. 313. The Seller shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's) meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No 313, for all hazardous materials delivered under this Purchase Order. Seller shall include a copy of the applicable MSDS's with the packing list or other suitable document which accompanies each shipment.

If the Seller delivers any substance the Environmental Protection Agency designates in 40 CFR 82 as (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to hydro chlorofluorocarbons, the Seller shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42. U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E. Class I Ozone depleting substances (ODS) are prohibited from use on this Order without prior Buyer written approval.

46. RIGHT TO USE/TITLE.

Seller shall provide to Buyer and/or the Customer unencumbered rights to use any software products and unencumbered title for any other products, property or service delivered by Seller under this Purchase Order. Seller shall disclose to Buyer in writing a Free, Libre and Open Source Software (FLOSS) that will be used or delivered in connection with this Purchase Order and obtain Buyer's written consent before using or delivering such FLOSS in connection with the is Purchase Order. Seller agrees to full indemnify and hold Buyer harmless from and against all claims made against Buyer resulting from or related or incidental to encumbrances of right to use or unencumbered title or other rights claimed by third parties upon items provided by Seller.

47. EXPORT CONTROLS.

47.1 Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation, 22 C.F.R. 120 et seq (ITAR)., and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-733 (EAR), including the requirement for obtaining any export license or agreement, if applicable (collectively "Trade Control Laws).

47.2 U.S. Export Law as contained in ITAR and EAR is applicable to all technical information submitted with this Order. This technical information is not to be placed in the public domain, exported from the U.S., or given to any foreign person in the U.S. without the prior, specific written authorization of Buyer and the U.S. Department of State or the U.S. Department of Commerce as applicable.

47.3 If this Order will result in an import shipment for which Buyer will be the importer of record, approval for such foreign procurement must be obtain from the Buyer prior to shipment.

47.4 Seller shall notify Buyer if any deliverable under this Purchase Order is restricted by applicable Trade Control Laws. Before providing the Buyer any item or data controlled under the Trade Control Laws, Seller shall provide in writing to Buyer the export classification of any such item or controlled data and shall notify Buyer in writing of any changes to the export classification thereof.

47.5 Without limiting the foregoing, Seller agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under Purchase Order to Seller or Seller's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.

47.6 Seller shall immediately notify the Buyer if Seller or any lower-tier subcontractor/supplier is, or becomes, listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

47.7 Seller shall include an obligation to comply with all export control laws and regulations in any lower -tiered subcontract that it is permitted to enter into related to this Order.

47.8 Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors of any tier, in the performance of its obligations under this clause.

48. INDEPENDENT CONTRACTOR.

Seller is an independent contractor in all its operations and activities hereunder. The employees utilized by Seller to perform work under this Order shall be Seller's employees exclusively without any relation whatsoever to Buyer.

49. RETENTION OF RECORDS AND AUDITS.

Unless a longer period is specified in this Order or by law or regulation, and except as otherwise directed by Buyer, Seller shall retain all records related to this Order for three (3) years from the date of final payment received by Seller. At no additional cost, Seller shall provide timely access to such records to the US Government and/or BUYER upon request.

50. CERTIFICATIONS TO IMPLEMENT PUBLIC LAW.

50.1 Debarment. If this Order exceeds $35,000, in satisfaction of FAR 52.209-6(c), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, the Seller by countersignature of this Order, hereby certifies and warrants that neither the Seller nor its principals are debarred, suspended or proposed for debarment by the Federal Government.

50.2 Anti-Lobbying. If this Order exceeds $150,000, in accordance with FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, the Seller by countersignature of this Order hereby certifies and warrants that, to the best of its knowledge and belief, no Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of Member of Congress on its behalf in connection with the awarding of the Prime Contract.

51. CONFLICT MINERALS.

51.1 Seller represents that, regardless of whether Seller is publicly traded or not, Seller does not procure Conflict Minerals from Covered Countries, as those terms are defined by and consistent with the Securities and Exchange Commission's final rule on Conflict Minerals, 17 CFR Parts 240 and 249(b), promulgated pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Rule").

51.2 Seller represents and warrants that all Items that will be delivered to Buyer by Seller under this Order are Democratic Republic of the Congo (DRC) Conflict Free, as defined by and consistent with the Rule.

51.3 Seller agrees that, if required by the Rule, it has made, and will continue to make, good faith inquiries reasonably designed to determine whether any Conflict Mineral that is included in any product delivered to Buyer pursuant to this Order originated in the DRC or an Adjoining Country, or is from Recycled or Scrap Sources, as defined in the Rule. Seller further agrees that, if required by the Rule, it has performed, and will continue to perform, due diligence on the source and chain of custody of any Conflict Mineral that is included in any product delivered to Buyer pursuant to this Order, and that such due diligence conforms to a nationally or internationally recognized due diligence framework, if such a framework is available for the Conflict Mineral. Seller agrees that all inquiries and diligence performed shall be consistent with the requirements of the Rule.

51.4 Seller agrees that it shall require its own subcontractors and suppliers (at any tier in the supply chain for a product delivered to Buyer under this Order) to furnish information to Seller necessary to support Seller's obligations under this Article 51 Conflict Minerals.

51.5 Seller will maintain records reviewable by Buyer to support its certifications above.

51.6 Seller acknowledges that Buyer may utilize and disclose Conflict Minerals information provided by Seller in order to satisfy its disclosure obligations under the Rule.

51.7 If Buyer determines that any certification made by Seller under this Article 51 Conflict Minerals is inaccurate or incomplete in any respect, then Buyer may terminate this Order pursuant to the provision per Section 31 "TERMINATION FOR DEFAULT" above.

52. FACILITIES, TOOLS, AND PLANT VISITS.

Unless otherwise specified herein, Seller shall supply all necessary services, facilities, materials, and equipment (including, but not limited to, tools, test apparatus, etc.)

During performance of this Order, authorized representative of Buyer or Buyer's customer shall have the right to visit Seller's facilities involved in the performance hereunder at any time during normal business hours to conduct reviews, monitor, coordinate, or expedite performance and to secure necessary information for such purposes. Such visits will be coordinated with Seller's appropriate personnel to minimize any effect on Seller's normal operations.

53. SUBSTITUTION.

Seller agrees not to substitute materials or other components of an Item without prior written consent by Buyer.

54. CERTIFICATION OF AUTHENTICITY AND TRACEABILITY.

Seller certifies to Buyer that all material furnished under this purchase order is genuine, new and unused. Seller certifies that all material is traceable to the point of manufacture and that complete material pedigree is known and can be furnished to Buyer upon request. Seller will have a documented procedure that defines the method for controlling records that are created by and /or retained by Seller. The Seller shall notify Buyer thirty (30) calendar days prior to the destruction or disposal of records associated with this order.

55. COUNTERFEIT PARTS.

Seller warrants that it has policies and procedures in place (or similar measures in the absence of such policies and procedures) to ensure that none of the supplies or materials furnished under this Order are "suspect or counterfeit parts" and certifies to the best of its knowledge and belief that no such parts shall be furnished to Buyer. For the purposes of this Order, "suspect or counterfeit parts" refers to any parts, including those of new manufacture, that are misleadingly labeled to provide the impression that they are of a different class or quality or from a different source than is actually the case, or that represent gray market parts. Suspect or counterfeit parts also refer to refurbished parts, complete with false labeling, that are represented as new parts. Any parts that are designated as suspect by the US Government, such as parts listed in alerts published by the Defense Contract Management Agency under the Government-Industry Data Exchange Program (GIDEP) are also considered suspect or counterfeit parts. If Buyer reasonably determines that Seller has supplied suspect or counterfeit parts, Buyer shall notify Seller and Seller shall immediately replace the suspect or counterfeit parts with parts acceptable to Buyer. Notwithstanding any other provision contained herein, Seller shall be liable for all costs, fees, and penalties incurred by Buyer associated in any way with the removal and replacement of the suspect or counterfeit parts, including without limitation Buyer's external and internal costs of removing such suspect or counterfeit parts, of reinserting replacement parts and of any testing necessitated by the reinstallation of Seller's goods after suspect or counterfeit parts have been exchanged. The warranties provided by Seller under this paragraph shall survive any termination or expiration of this Order.

56. DISCONTINUANCE OF MANUFACTURE.

Should Seller decide to discontinue manufacture of the Items purchased by Buyer under this Purchase Order, Seller: (1) shall provide written notice to Buyer of the intended supply discontinuance; and (2) shall provide Buyer a minimum of twelve (12) months from the written notification date to allow Buyer to place final "lifetime buy" purchase orders for the Items at a unit price to be negotiated, but in no event higher than the unit price provided in this Purchase Order. In the event one or more "lifetime buy" purchase orders are made during such twelve (12) month period, Seller shall deliver the purchased Items to Buyer no later than six (6) months after the end of the "lifetime buy" period. Seller' obligations under this clause shall extend for two (2) years beyond the effective date of this Purchase Order, irrespective of whether the Purchase Order is completed/terminated within the two (2) year period.

57. OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAM (OFCCP).

Buyer and Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors, subcontractors and forwarders take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

58. REPRESENTATIONS AND CERTIFICATIONS.

All representations and certifications, which the Seller submitted to Buyer in connection with the award of this Order, are incorporated herein and made a part hereof and Buyer has relied such upon in issuing this Order. The Seller shall promptly advise Buyer should there be any change in Seller's status with respect to these representations and certifications.

59. PRIORITY RATING.

If this Purchase Order exceeds $125,000 and contains a DPAS rating, this order is a "rated order" certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocation Systems (DPAS) (15 C.F.R. 700). Countersignature by the Seller is deemed to be acknowledgement of the DPAS rating and the Seller shall accept and abide by all the requirements of that regulation. Rated orders shall take preference over all unrated customer orders if and as necessary to meet required delivery dates. Among rated orders, DX rated orders shall take precedence over DO rated orders.

60. REPORTING ON EXECUTIVE COMPENSATION.

The Buyer is required to report the names and executive compensation of the five most highly compensated subcontractor employees. Buyer requires the names and total compensation amounts of the five most highly compensated employees during the preceding fiscal year in order to be able to fulfill the requirements of FAR 52.204-10(b).

61. WORK ON BUYER AND THIRD PARTY PREMISES.

61.1 "Premises" as used in this clause means premises of BUYER, its customers, or other third parties where Work is being performed.

61.2 SELLER shall ensure that SELLER personnel working on Premises comply with any on-premises policies and: (i) do not bring weapons of any kind onto Premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on Premises; (iii) do not possess hazardous materials of any kind on Premises without

BUYER's authorization; (iv) remain in authorized areas only; (v) do not conduct any non-BUYER related business activities (such as interviews, hirings, dismissals or personal solicitations) on Premises, (vi) do not send or receive non-BUYER related mail through BUYER's or third party's mail systems; (vii) do not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on Premises without BUYER's written permission or as permitted by law; and (viii) follow instruction from BUYER in the event of an actual or imminent safety or environmental hazard on Premises.

61.3 All persons, property, and vehicles entering or leaving Premises are subject to search.

61.4 SELLER shall promptly notify BUYER and provide a report of any accidents or security incidents involving loss of or misuse or damage to BUYER, customer, or third party intellectual or physical assets, and all physical altercations, assaults, or harassment.

61.5 Prior to entry on Premises, SELLER shall coordinate with BUYER to gain access. SELLER shall provide information reasonably required by BUYER to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status. (2) SELLER personnel requiring unescorted access to Premises shall, prior to entry, be screened by SELLER at no charge to BUYER through the BUYER Contractor Screen Program, or otherwise screened by SELLER in a manner satisfactory to BUYER.

61.6 SELLER shall ensure that SELLER personnel: (i) do not remove BUYER, customer, or third party assets from Premises without BUYER authorization; (ii) use BUYER, customer, or third party assets only for purposes of this Purchase Order; (iii) only connect with, interact with or use computer resources, networks, programs, tools or routines authorized by BUYER; and (iv) do not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. BUYER may periodically audit SELLER's data residing on BUYER, customer, or third party assets on Premises.

61.7 BUYER may, at its sole discretion, have SELLER remove any specified employee of SELLER from Premises and require that such employee not be reassigned to any Premises under this Purchase Order.

61.8 Violation of this clause may result in termination of this Purchase Order in addition to any other remedy available to BUYER at law or in equity. SELLER shall reimburse BUYER, customer, or third party for any unauthorized use of BUYER, customer, or third party assets.

61.9 SELLER shall advise the BUYER Procurement Representative of any unauthorized direction or course of conduct.

61.10 SELLER shall immediately report to BUYER all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work. SELLER shall provide BUYER with a copy of any reports of such incidents SELLER makes to governmental authorities.

62. SECURITY AND CLEARANCES.

(Applies to the extent the Order involves access to information classified "Confidential," "Secret," or "Top Secret.").

62.1 The Seller shall comply with

62.1.1 The Security Agreement (DD Form 441), including the National Industrial Security program Operating Manual (32 CFR Part 117) and

62.1.2 any revisions to the manual.

62.2 Seller security requirements may include personnel clearances at the CONFIDENTIAL, SECRET, or TOP SECRET levels, with some requiring access to Sensitive Compartmented Information (SCI). Position sensitivity designations (i.e., ADP-I or ADP-II) are required for Seller personnel who provide IT services. The position sensitivity requirement will be determined based on the type of computer access provided, the type of functions performed, the sensitivity of the data processed, and the level of Government oversight maintained.

62.3 The seller agrees to insert terms that conform substantially to the language of this clause in all lower-tier subcontracts approved under this Order that involve access to classified information.

63. NATIONAL DEFENSE AUTHORIZATION ACT.

Under the National Defense Authorization Act (NDAA), the Government is prohibited from procuring covered defense telecommunications equipment or services.

63.1 "Covered defense telecommunications equipment or services" means:

63.1.1 Telecommunications equipment produced by ZTE Corporation or Huawei Technologies Company (or any subsidiary or affiliate of such entities); or

63.1.2 Telecommunications services provided by such entities or using such equipment; or

63.1.3 Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to the government of a covered foreign country.

63.2 "Covered foreign country" means The People's Republic of China or The Russian Federation.

Therefore, BUYER shall refrain from purchasing materials or services from these entities and is flowing this requirement down to its Suppliers until further notice.

64. SURVIVABILITY.

If this Purchase Order expires, or is terminated, Seller shall not be relieved of those obligations contained in the following clauses: 3 Compliance with Laws, 14 Setoff/Disallowance of Payment, 17 Seller Contact with Buyer's Customer and Other Third Parties, 24 Remedies for Defects, 25 Warranty, 31 Termination for Default, 32 Property and Information, 34 Nonsolicitation, 36 Public Release of Information, 40 Indemnification, 44 Return of Unused Supplies, 46 Right to Use/Title and 49 Retention of Records.

65. PAST PERFORMANCE RATINGS FOR SMALL BUSINESS SELLERS.

This Article applies only if Seller has represented itself as a small business concern pursuant to the award of this Purchase Order and if Buyer's Prime Contract has a small business subcontracting plan containing the requirement to provide past performance. As required by 13 CFR § 125.3(c)(xii), Buyer, upon request from Seller, shall provide a rating of Seller's past performance for this Purchase Order within fifteen (15) calendar days of receipt of request. Seller must submit the request for past performance as follows (requests submitted which do not follow these requirements will not be processed):

- Requests must be submitted to AcquisitionCompliance-SPE@gdit.com. Requests submitted to any other email or individual will not be processed. The fifteen (15) calendar day response will not begin until request is received from Seller at this email address.
- Request must include Seller's full legal name and Purchase Order number as shown on this Order. If Seller is to a joint venture and request is submitted by a small business concern member of the joint venture, request must include the joint venture full

legal name and award number.

66. COMMERCIAL ITEMS ACQUIRED UNDER THE FEDERAL ACQUISITION REGULATION (FAR) / DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) / AGENCY CLAUSES.

The following Federal Acquisition Regulation (FAR), Department of Defense FAR Supplement (DFARS), and Agency clauses are incorporated herein by reference. The clauses have the same force and effect as if they were given in full text. The full text of the clauses can be accessed at; www.acquisition.gov/far and, upon written request, Buyer will provide the Seller the full text copy of the clauses.

This Order incorporates the following FAR, DFARS & Agency clauses by reference. The clauses have the same force and effect as if they were given in full text. The full text of the clauses can be accessed at; www.acquisition.gov/far and, upon written request, Buyer will provide the Seller the full text copy of the clauses.

If the date of any of the clauses listed below differs from the date of the clause incorporated in the Prime Contract (or if the Prime Contract incorporates an Alternate version), the version incorporated in the Prime Contract shall apply instead.

Seller shall incorporate these flow-down clauses in any lower-tier Order approved under this Order.

Unless otherwise specified below, the terms below shall have the following meaning in the clauses referenced herein, references to

- "Disputes" clause shall mean the Disputes clause of this Order
- "Commercial Item" means a Commercial Item as defined in FAR 2.101.
- "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101
- "Contract" means this Order
- "Contracting Officer" shall mean the United States Government Contracting Officer for the Prime Contract.
- "Contractor" or "Offeror" shall mean Seller.
- "Prime Contract" shall mean the Prime Contract.
- "Subcontract" shall mean any contract placed by Prime Contractor or its lower-tier subcontractors under this Order

Seller agrees that upon request of Buyer it will negotiate in good faith with Buyer relative to changes amending this Purchase Order to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the amendments to that Prime Contract. If any such amendment to this Purchase Order causes an increase or decrease in cost or schedule for any of the work under this Purchase Order, and equitable adjustment may be made pursuant to the "Changes" clause in this Purchase Order.

DFARS 227.7202, entitled Commercial Computer Software and Commercial Computer Software Documentation, shall govern the acquisition of Commercial Computer Software.

If any designs, drawings, equipment, tooling, engineering data, or other technical data or proprietary information which the US Government owns or has the right to authorize the use of are furnished by the Buyer to the Seller, nothing herein shall be construed to mean that BUYER, acting on its own behalf, may modify or limit any rights the Government may have to authorize Seller's use of such Furnished Items in support of other US Government prime contracts.

If the Government Contracting agency is other than the Department of Defense, the applicable clauses of such Contracting agency that supplement the FAR clauses cited below are hereby incorporated by reference, and the DFARS clauses cited below are hereby deemed deleted.

Communication/notification required under this clause from/to Seller from the Contracting Officer shall be through the Buyer.

66.1 The Seller shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this Purchase Order by reference, for the acquisition of Commercial Items (as defined in FAR 2.101).

FAR Reference	Clause Title (Date)	Applicability
52.203-6	Restrictions on Subcontractor Sales to the Government. Alternate I (Nov 2021)	Acquisitions ≥ $250,000
52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (Jun 2020)	Acquisitions > $150,000
52.203-13	Contractor Code of Business Ethics and Conduct. (Nov 2021)	Acquisitions ≥ $6,000,000 with performance ≥ 120 days
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (Jan 2017)	All Acquisitions
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Jun 2020)	Acquisitions ≥ $30,000
52.204-14	Service Contract Reporting Requirements. (Oct 2016)	Acquisitions ≥ $500,000
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (Oct 2016)	Acquisitions ≥ $500,000
52.204-21	Basic Safeguarding of Covered Contractor Information Systems. (Nov 2021)	All Acquisition if Seller may have Federal contract information residing in or transitioning through its information system. Not applicable to COTS
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities. (Dec 2023)	All Acquisitions
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)	All Acquisitions
52.204-27	Prohibition on a ByteDance Covered Application. (Jun 2023)	All Acquisitions
52.204-30	Federal Acquisition Supply Chain Security Act Orders – Prohibition (Dec 2023)	All Acquisitions
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021)	Acquisitions ≥ $35,000. Not applicable to COTS
52.211-15	Defense Priority and Allocation Requirements. (Apr 2008)	All Acquisitions with DPAS rating
52.219-8	Utilization of Small Business Concerns. (Sep 2023)	All Acquisitions that offer lower tier subcontracting opportunities

FAR Reference	Clause Title (Date)	Applicability
52.219-9	Small Business Subcontracting Plan. (Sep 2023)	Acquisitions ≥ $750,000 if Seller is a Large business and the Order offers lower tier subcontracting opportunities
52.222-21	Prohibition of Segregated Facilities. (Apr 2015)	All Acquisitions
52.222-26	Equal Opportunity. (Sep 2016) (E.O. 11246)	All Acquisitions
52.222-35	Equal Opportunity for Veterans. (Jun 2020)	Acquisitions ≥ $150,000
52.222-36	Equal Opportunity for Workers with Disabilities. (June 2020)	Acquisitions ≥ $15,000
52.222-37	Employment Reports on Veterans. (Jun 2020)	Acquisitions ≥ $150,000
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Dec 2010)	Acquisitions ≥ $10,000. Not applicable if work is performed exclusively outside the United States
52.222-41	Service Contract Labor Standards. (Aug 2018)	All Acquisitions
52.222-50	Combating Trafficking in Persons. (Nov 2021)	Acquisitions ≥ $550,000. Applicable to the portions of the Order that are for supplies acquired or services performed outside the United States. Not applicable to COTS
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements. (May 2014)	All Acquisitions
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements. (May 2014)	All Acquisitions
52.222-54	Employment Eligibility Verification. (May 2022)	Acquisitions ≥ $3,500. Not applicable to COTS
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Jan 2022)	All Acquisitions. Not applicable if work is performed exclusively outside the United States
52.222-62	Paid Sick Leave Under Executive Order 13706. (Jan 2022) (E.O. 13706)	All Acquisitions. Not applicable if work is performed exclusively outside the United States
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons. (Jun 2016) (E.O.13693)	All Acquisitions
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (Jun 2016) (E.O. 13693)	All Acquisitions
52.223-15	Energy Efficiency in Energy-Consuming Products. (May 2020)	All Acquisitions
52.223-18	Encouraging Contractor Policies to Ban Text Messaging while Driving. (Jun 2020) (E.O. 13513)	Acquisitions ≥ $10,000
52.224-3	Privacy Training. (Jan 2017)	All Acquisitions if Seller's employees will (1) have access to a system of records; (2) handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act. (Nov 2023)	Acquisitions ≥ $25,000 and < $182,000 for supplies or services involving furnishing of supplies for use within the United States
52.225-13	Restrictions on Certain Foreign Purchases. (Feb 2021)	All Acquisitions
52.225-26	Contractors Performing Private Security Functions Outside the United States. (Oct 2016)	All Acquisitions if performance is outside the United States in areas of combat operations or other significant military operations.
52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (Mar 2023)	All Acquisitions. Not applicable if Seller is Large Business
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Dec 2023)	All Acquisitions
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels. (Nov 2021)	All Acquisitions. Not applicable to COTS. Not applicable to Acquisitions under DoD prime contracts.

66.2 The Seller shall comply with the following Defense Federal Acquisition Regulation (DFAR) clauses, which are incorporated in this Purchase Order by reference, for the acquisition of Commercial Items (as defined in FAR 2.101).

Applicable to all Acquisitions

DFARS Reference	Clause Title (Date)	Applicability
252.203-7002	Requirements to Inform Employees of Whistleblower Rights. (Dec 2022)	All Acquisitions
252.204-7004	Antiterrorism Awareness Training for Contractors. (Jan 2023)	All Acquisitions if performance requires routine physical access to a Federally controlled facility or military installation
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information. (Jan 2023)	All Acquisitions
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (Jan 2023)	All Acquisitions
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors. (Jan 2023)	All Acquisitions

DFARS Reference	Clause Title (Date)	Applicability
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support. (Jan 2023)	All Acquisitions
252-211-7003	Item Unique Identification and Valuation. (Jan 2023)	All Acquisitions
252.219-7004	Small Business Subcontracting Plan (Test Program). (Dec 2022)	All Acquisitions ≥ $750,000, if Supplier is a Large Business, lower tier subcontracting opportunities exist, and Supplier participates in Test Program in DFARS 219.702-70
252.223-7008	Prohibition of Hexavalent Chromium. (Jan 2023)	All Acquisitions
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals. (Jan 2023) Paragraphs (a) – (c) and (e)(2) only	All Acquisitions for items containing specialty metals
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States. (Jun 2015)	All Acquisitions. Does not apply if Seller is a foreign government, representative of a foreign government, or a foreign corporation wholly owned by a foreign government.
252.225-7051	Prohibition on Acquisition of Certain Foreign Commercial Satellite Services. (Dec 2022)	All Acquisitions
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten. (Jan 2023)	All Acquisitions
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns. (Jan 2023)	Acquisitions ≥ $500,000
252.227-7013	Rights in Technical Data–Noncommercial Items. (Feb 2014)	All Acquisitions
252.227-7015	Technical Data–Commercial Products and Commercial Services. (Mar 2023)	All Acquisitions
252.227-7037	Validation of Restrictive Markings on Technical Data. (Jan 2023)	All Acquisitions if acquisition requires delivery of technical data
252.239-7010	Cloud Computing Services. (Jan 2023)	All Acquisitions
252.244-7000	Subcontracts for Commercial Products or Commercial Services. (Nov 2023)	All Acquisitions
252.246-7003	Notification of Potential Safety Issues. (Jan 2023)	All Acquisitions
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System. (Jan 2023)	All Acquisitions
252.246-7008	Sources of Electronic Parts. (Jan 2023)	All Acquisitions
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer. (Jan 2023)	All Acquisitions